

UNOFFICIAL COPY



Doc#: 1034310060 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/09/2010 12:27 PM Pg: 1 of 6

07 5A 944 0202 141 Lno No Ass 2 of 2

AGREEMENT TO RELEASE BORROWER FROM LIABILITY

Property Address: 1819 West Fletcher Street, Chicago, IL 60657  
Permanent Real Estate Tax No: 14-30-206-015-0000

Legal Description:

LOT 24 IN SAMUEL BROWN JR'S BELMONT AVENUE SUBDIVISION IN THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP  
40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

After Recording return to Linda J. Kroning  
20 S. Clark St. Suite 2301  
Chicago, IL 60603

Box 334

6

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## AGREEMENT TO RELEASE BORROWER FROM LIABILITY

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and among CitiMortgage, Inc. ("Lender"), Gerald F Carter

\_\_\_\_\_  
("Remaining Borrower(s)") and Grant W Law

\_\_\_\_\_  
("Released Borrower(s)"). The Remaining Borrower(s) and Released Borrower(s) are collectively referred to herein as the "Borrowers".

### WITNESSETH

WHEREAS, on July 17, 2003 Borrowers obtained a loan in the original amount of \$270,000.00 evidenced by a note ("Note") executed by the Borrowers and secured by real property ("Property") located at 1819 West Fletcher Street Chicago, IL 60657 as set forth in the mortgage, deed of trust or other security instrument ("Security Instrument") dated on July 17, 2003, which Security Instrument was recorded in among the Land Records of Cook County, State of Illinois. The outstanding principal balance as of the date hereof is \$222,768.86; and

WHEREAS, the Released Borrower's interest in the Property was transferred to the Remaining Borrower on November 30, 2003 and the Borrowers seek confirmation that Lender will not exercise the due on sale provision of the Security Instrument; and

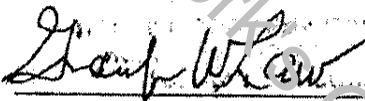
WHEREAS, the Borrowers have requested Lender to release the Released Borrower from personal liability to pay the indebtedness evidenced by the Note.

NOW, THEREFORE, in consideration of one or more dollars (\$1.00+) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Remaining Borrower agrees to continue to pay the indebtedness evidenced by the Note and agrees to continue to perform all of the covenants and conditions of the Security Instrument according to the terms of the Note and Security Instrument.
2. Borrowers represent, warrant, and agree that there are no offsets or defenses of any kind to the enforcement of the Note and Security Instrument.
3. Released Borrower assigns and transfers to Remaining Borrower all funds on deposit for payment of taxes, assessments, homeowners' association dues, insurance premiums and other escrow items and all applicable refunds.
4. Lender agrees that the transfer of the Released Borrower's interest in the Property to the Remaining Borrower will not cause the Lender to exercise the due on sale provisions of the Security Instrument.
5. Lender agrees that by the execution of this Agreement that the Released Borrower is no longer personally liable to pay the indebtedness evidenced by the Note and is released from liability.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

\_\_\_\_\_  
Remaining Borrower: **Gerald F Carter**

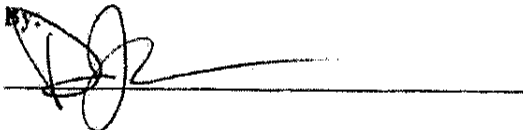
  
\_\_\_\_\_  
Released Borrower: **Grant W Law**

\_\_\_\_\_  
Remaining Borrower:

\_\_\_\_\_  
Released Borrower:

CitiMortgage, Inc. (Lender)

\_\_\_\_\_  
Its:



# UNOFFICIAL COPY

STATE OF

COUNTY OF

SS:

On this 11<sup>TH</sup> day of NOVEMBER 2010, before me, the undersigned officer, personally appeared Gerald E. Coates

and Grant W Law - only (Remaining Borrower(s))

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained. (Released Borrower(s))

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Lorina J. Boucouvalas  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

LORINA J. BOUCOUVALAS  
NOTARY PUBLIC, STATE OF MAINE  
MY COMMISSION EXPIRES JULY 15, 2014

Property of Cook County Clerk's Office

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## AGREEMENT TO RELEASE BORROWER FROM LIABILITY

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and among CitiMortgage, Inc. ("Lender"), Gerald F Carter

("Remaining Borrower(s)") and Grant W Law

("Released Borrower(s)"). The Remaining Borrower(s) and Released Borrower(s) are collectively referred to herein as the "Borrowers".

### WITNESSETH

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WHEREAS, the Released Borrower's interest in the Property was transferred to the Remaining Borrower on November 30, 2010 and the Borrowers seek confirmation that Lender will not exercise the due on sale provision of the Security Instrument; and

WHEREAS, the Borrowers have requested Lender to release the Released Borrower from personal liability to pay the indebtedness evidenced by the Note.

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5. Lender agrees that by the execution of this Agreement that the Released Borrower is no longer personally liable to pay the indebtedness evidenced by the Note and is released from liability.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement the day and year first above written.

Gerald F Carter  
 Remaining Borrower: Gerald F Carter  
 KRAMPT HONOR  
 EXECUT BEVT.

Released Borrower: Grant W Law

Remaining Borrower:

Released Borrower:

CitiMortgage, Inc. (Lender)

By: [Signature]

Its: \_\_\_\_\_

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF LAKE

SS:

On this 15 day of NOVEMBER, 2010, before me, the undersigned officer, personally appeared Gerald F Carter

\_\_\_\_\_ (Remaining Borrower(s))  
~~and Gerald F Carter~~ KFC

\_\_\_\_\_ (Released Borrower(s)),  
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES: 9/28/2014

Property of Cook County Clerk's Office

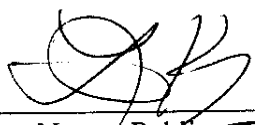
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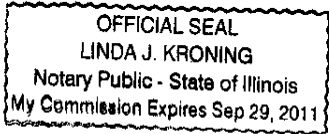
## CERTIFICATION

The undersigned certifies that the attached **AGREEMENT TO RELEASE BORROWER FROM LIABILITY** by and among CitiMortgage, Inc., Gerald F. Carter and Grant W. Law is a true and correct copy of the original document executed by the above parties.

  
\_\_\_\_\_  
Gerald F. Carter

SUBSCRIBED and SWORN to before  
me this 30<sup>th</sup> day of November, 2010.

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office